

REMARKS

This application has been reviewed in light of the final Office Action dated August 8, 2006. Claims 1-13 are presented for examination, of which Claims 1 and 12 are in independent form. Claims 1 and 12 have been amended solely to correct matters of form, without changing the scope of the claims. Favorable reconsideration is respectfully requested.

As requested on page 2 of the Office Action the specification has been amended to comply with MPEP §608.01(v): wherever a trademark is used each letter in the spelling has been capitalized. Applicants respectfully submit that the changes to the specification add no new matter to the original disclosure. Accordingly, withdrawal of the objection to the specification is respectfully requested.

Claims 1-13 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,385,591 (*Angles*), in view of U.S. Patent Application Publication No. 2003/0144913 (*Greenberg*). Applicants have carefully studied the prior art and the Office Action, but find themselves unable to agree with the rejection, for at least the following reasons.

Claim 1 recites, in part, the steps of:

“...

receiving offer information from said merchant via a broadcast that reaches a plurality of potential consumers, wherein said offer information relates to a product;

retrieving consumer preference information from a database resident on equipment associated with the consumer;

customizing said offer information received from the merchant via the broadcast with the consumer preference information to create an amended offer;

transmitting said amended offer to a display for viewing by said consumer, the amended offer specifying a method of acceptance;
...”

By virtue of the features of Claim 1, a plurality of consumers can receive offer information broadcast by a merchant and later customized into an amended offer by the application of consumer preferences. As can be seen from the quoted portion of Claim 1, the consumer preferences are in “a database resident on equipment associated with the consumer.” Thus a merchant can send offer information via a broadcast. The offer information is then customized, thus producing what the claim terms an “amended offer,” and the “amended offer” is then transmitted or displayed to that consumer, as recited in Claim 1.

In the *Angles* system:

“...the advertisement provider computer uses the consumer member code to access the consumer’s profile. The advertisement provider computer selects an appropriate advertisement based on the consumer’s profile and then sends the customized advertisement to the consumer computer.”

(column 8, lines 24-28) (emphasis added).

Nothing has been found in *Angles* that would teach or suggest (1) a merchant broadcasting offer information to a plurality of consumers and (2) the offer information being customized after it is received from the merchant, as recited in Claim 1. Apparently in *Angles* the sender of the offer information customizes the information, whereas in the method of Claim 1 the recited customization of the information is performed on the receiving end.

Claim 1 further recites:

“...
transmitting said amended offer to a display for
viewing by said consumer, the amended offer specifying a
method of acceptance;

receiving an acceptance, from said consumer,
wherein said acceptance is associated with said amended
offer and said acceptance includes a security feature;

amending the acceptance with consumer payment
information and identification information to create an
amended acceptance; and

transmitting said amended acceptance to said
merchant.”

(emphasis added).

Thus, in this portion of the method of Claim 1, after the consumer has seen and accepted the amended offer, the consumer's acceptance is modified with consumer payment information and identification information. While both amending the offer and amending the acceptance occur after the broadcast is received from the merchant, the amended acceptance is not the same thing as either the original or the amended offer. The method of Claim 1, thus, involves at least two things that are offers and two additional things that are acceptances: the further distinct step of adding information to the consumer's "acceptance" creates the "amended acceptance" before the amended acceptance is transmitted to the merchant.

In summary, the Angles system (1) does not customize the offer or the acceptance at the receiver side, as in Claim 1; (2) does not modify the acceptance, as in Claim 1; and (3) does not send an amended acceptance to the merchant, as in Claim 1.

Greenberg, as understood by Applicants, neither teaches nor suggests “amending acceptance with consumer payment information and identification information to create an amended acceptance,” as recited in Claim 1. *Greenberg* states:

In some embodiments, in which individualized emails are directed toward targeted customers, the information in these fields may be inserted into the email in advance. In still other embodiments, emails to existing customers may include a customer identification code which is transmitted to the transaction server 320 when a “Purchase Using Default Options” button is activated.”

(paragraph 21).

Apparently, in the *Greenberg* system in this case the email offer sent to the consumer contains some consumer identification information known in advance to the merchant. Not only does *Greenberg* not even hint at the step of “amending the acceptance with consumer payment information and identification information to create an amended acceptance,” but it would be useless to add such information, as it is already available at the merchant’s side.

Nothing has been found in *Greenberg* that would teach or suggest “amending the acceptance with consumer payment information and identification to create an amended acceptance,” as recited in Claim 1. *Greenberg* recites:

“...if the customer viewing the email 200 decides to purchase any of the goods or services shown in the email 200, the customer enters the required information....Once the secure channel between the transaction server 320 and the browser window 310 has been established, the customer information is sent from the new browser window 310 to the transaction server 320 at step 360.”

(paragraph 18)(emphasis added). Thus, in this case the consumer originally sends his or her acceptance with the required personal information; no amendment of the acceptance takes place.

Applicants submit that the proposed combination of *Angles* and *Greenberg*, assuming such a combination would even be permissible, would fail to teach or suggest (a) retrieving consumer preference information from a database resident on equipment associated with the consumer, or (b) customizing the offer information using consumer preference information to create an amended offer. Since there is no amended offer created in this fashion in the proposed combination, that combination certainly cannot support transmitting such an amended offer to a display for viewing by a consumer.

Moreover, the proposed combination would also fail to support receiving an acceptance of the amended offer from the consumer, much less amending an acceptance with consumer payment information and identification information to create an amended acceptance. Again, since such amended acceptance is absent, the proposed combination also cannot suggest transmitting such an amended acceptance to a merchant.

For each of these reasons, Applicants submit that Claim 1 is patentable over *Angles* and *Greenberg* , taken separately or in any permissible combination (if any).

Independent Claim 12 includes features similar to that of Claim 1, discussed above. Therefore, Claim 12 is also believed to be patentable for at least the reasons discussed above.

The other rejected claims in this application depend from one or the other of the independent claims discussed above and, therefore, are submitted to be patentable

for at least the same reasons. Since each dependent claim is also deemed to define an additional aspect of the invention, individual reconsideration of the patentability of each claim on its own merits is respectfully requested.

This Amendment After Final Action is believed clearly to place this application in condition for allowance and, therefore, its entry is believed proper under 37 C.F.R. § 1.116. At the very least, however, it is believed clear that the formal objections have been overcome as to the use of trademarks in the specification. Accordingly, entry of this Amendment After Final Action, as an earnest effort to advance prosecution and reduce the number of issues, is respectfully requested. Should the Examiner believe that issues remain outstanding, it is respectfully requested that the Examiner contact Applicants' undersigned attorney in an effort to resolve such issues and advance the case to issue.

In view of the foregoing amendments and remarks, Applicants respectfully request favorable reconsideration and the allowance of the present application.

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

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